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These Terms and Conditions replace and supersede all prior versions.

These Terms and Conditions (“T&Cs”), along with any applicable additional terms included in SchoolPass’s Service Level Agreement (“SLA”) and/or Master Services Agreement (“MSA”) govern Licensee (“You”) and your use of and access to our (“SchoolPass’s”) Product (as defined below). A copy of the SLA is available for review at

<https://info.schoolpass.com/service-level-agreement>. SchoolPass’s Privacy Policy is available for review at:

<https://schoolpass.com/privacy-policy/>.

1. USE OF SERVICES

a) Subject to the T&Cs, SchoolPass grants to You a revocable, non-exclusive, non-assignable, limited use license to the following: (i) the SchoolPass product consisting of the Target System (“Licensed Technology”); and (ii) the equipment described in Appendix A of an applicable MSA (“Equipment”). For the use of and in connection with the Licensed Technology and the Equipment, SchoolPass shall provide to You the services described in Appendix A of the applicable MSA (“Services”). All Licensed Technology, Equipment and Services (collectively “Product”) shall be provided only after You and SchoolPass mutually agree upon the specific terms as outlined in Appendix A of the applicable MSA.

b) SchoolPass shall retain all rights of copyright and all other intellectual property rights in the Product that may exist or come to exist during the Contract Term, as that term is hereafter defined. You acquire no right or interest in the Product other than right to use the Product pursuant to the T&Cs. SchoolPass reserves the right to monitor the use of the Product by You and to take any necessary action to preserve the integrity and appropriate usage of the Product. You cannot sublicense, assign or otherwise transfer any of your rights hereunder and under the terms of any applicable MSA.

c) Your rights under the license described in this Section 1 are limited to your organization(s).

d) You acknowledge and agree that You are responsible for using all Product and Deliverables (as defined below) strictly in accordance with all applicable federal, state, and local laws and regulations, including without limitation the Family Educational Rights and Privacy Act (“FERPA”), including FERPA’s provisions governing education records, and the Americans with Disabilities Act (“ADA”). You agree to implement and maintain all applicable required technical, administrative, and physical safeguards to maintain data privacy and security in accordance with FERPA, ADA, and other applicable laws and regulations and further agree that You shall comply with all requirements governing requests and disclosures of education records, personally identifiable information, and related records, including without limitation obtaining all necessary written consents and/or authorizations related to the use and disclosure of education information and personally identifiable information (including sharing such information with SchoolPass as reasonably necessary).



2. CONTRACT TERM

The T&Cs shall become effective as of the Effective Date and shall continue for the Contract Term. “Contract Term” means the term of authorized use of the Product as set forth in the applicable MSA. The Contract Term shall automatically renew for successive years equal to the initial Contract Term plus a 5% increase unless You provide SchoolPass written notice that You do not want to renew the applicable MSA. Such notice must be provided sixty (60) days prior to the end of the then existing Contract Term.

3. COMPENSATION AND EXPENSES

You shall pay SchoolPass for the Product in accordance with the pricing and payment schedule authorized in Appendix A of the applicable MSA, or defined in later Addendums.

4. PURCHASE ORDERS

a) You may choose to issue a purchase order to SchoolPass, which will incorporate the T&Cs by reference (“Purchase Order”). All invoicing from SchoolPass shall reference this Purchase Order. All Purchase Orders issued shall be subject to the terms and conditions set forth in the T&Cs and any special terms and conditions which may be included in your Purchase Order provided SchoolPass has consented in writing to such special terms and conditions.

b) Subject to the other provisions of the T&Cs, your order of Product cannot be cancelled except with SchoolPass's consent and upon terms that will indemnify SchoolPass against any loss incurred by SchoolPass.

c) You agree that SchoolPass may correct typographical or clerical errors which may be present in the prices, quantities, or specifications contained in any of the documents including your Purchase Order. In the event any general terms and conditions provided with your Purchase Order conflict with any terms and conditions stated herein, the terms herein shall prevail.

5. SCHOOLPASS'S COSTS

You acknowledge that: (a) SchoolPass shall incur significant costs and investment to provide the Product for You; (b) those costs and investment include long-term cloud hosting services, monitoring traffic via ALPR cameras(if applicable), software development/maintenance/support personnel, and general support services (collectively “Costs”); and (c) SchoolPass shall incur the Costs regardless of force majeure or whether You are operating, open, closed or open or operating at less than full capacity (collectively “Events”). You shall pay and continue to pay the Costs in Appendix A of the applicable MSA regardless of any of the Events and the continuation of any Events.



6. INTELLECTUAL PROPERTY

All rights and interests not granted to You by SchoolPass in the T&Cs and/or applicable MSA are expressly reserved by SchoolPass. SchoolPass shall have the sole right to initiate, control, defend and/or settle any proceedings involving the validity, enforceability or infringement of the Product when in SchoolPass's sole judgment such action may be necessary, proper, and justified. You shall promptly notify SchoolPass in writing if You: (a) receives any notice or becomes aware of any information that in any way affects SchoolPass's rights hereunder; or (b) becomes aware of any actual or suspected infringement, misappropriation or misuse by a third party of the Product. SchoolPass shall have the right (but not the obligation), in its sole discretion, to take action at its own expense against actual or suspected infringers of the Product. At SchoolPass's request, and expense, You shall take all reasonable steps and shall provide any materials, cooperation and assistance as may be reasonably required to assist SchoolPass in taking action against actual or suspected infringers of the Product. You shall join any such action as a necessary and indispensable party if so required.

7. SUPPORT SERVICES

SchoolPass agrees to satisfy all commercially reasonable requests for assistance regarding Product usage and installation problems. You will notify SchoolPass promptly of any product "bugs" or other unresolved technical problems arising in connection with the installation or use of the Product and investigate unusual or serious problems sufficiently to provide SchoolPass's personnel with sufficient technical information to work to solve such problem. Support hours are from Monday – Friday from 6 AM – 6 PM Eastern Time via phone and email. Urgent/System outages will be triaged during off hours.

8. PRODUCT MAINTENANCE

SchoolPass reserves the right to modify, improve or change the Product, or any portion thereof, without your approval. SchoolPass in its sole discretion will determine if new features or enhancements constitute a maintenance release, a product modification, or an upgrade. If such works are deemed by SchoolPass to be a maintenance release, then SchoolPass will provide You the maintenance release at no additional cost. The SchoolPass's product maintenance schedule is subject to change without notice. You may request unique features be developed and integrated into their solution instance. New features will be delivered under a separate fee-based agreement.

9. WARRANTY AND INDEMNIFICATION OBLIGATIONS

a) ALL LICENSED TECHNOLOGY, INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY, PRODUCT OR OTHER PROPERTY OR RIGHTS, GRANTED OR PROVIDED BY SCHOOLPASS PURSUANT TO THE LICENSE AGREEMENT ("DELIVERABLES") ARE PROVIDED ON AN "AS IS" BASIS. SCHOOLPASS MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER INCLUDING, BUT NOT



LIMITED TO, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, OR MERCHANTABILITY, EXCLUSIVITY OR RESULTS OBTAINED FROM USE.

b) SCHOOLPASS CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR SCHOOLPASS WILL BE FREE OF VIRUSES, HARMFUL COMPONENTS, OR OTHER DESTRUCTIVE CODE OR THAT THE DELIVERABLES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY ITS PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT AND FOR MAINTAINING A MEANS EXTERNAL TO SCHOOLPASS FOR ANY RECONSTRUCTION OF ANY LOST DATA. TO THE FULLEST EXTENT PROVIDED BY LAW, SCHOOLPASS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO OR RELATED TO YOUR USE OF THE DELIVERABLES. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

c) ANY WARRANTIES RELATING TO EQUIPMENT PROVIDED BY SCHOOLPASS UNDER THIS AGREEMENT ARE SUBJECT TO YOUR USE OF THE EQUIPMENT IN A SAFE AND SECURE ENVIRONMENT AND IN ACCORDANCE WITH ALL DOCUMENTATION AND PROCEDURES PROVIDED WITH SUCH EQUIPMENT. SCHOOLPASS IS NOT RESPONSIBLE FOR AND PROVIDES NO WARRANTY FOR DEFECTIVE EQUIPMENT RESULTING FROM THEFT, VANDALISM, ELECTRICAL SURGES, LIGHTNING, OR IMPROPER USE OF EQUIPMENT, FOR EXAMPLE BY IMPROPER POWER DELIVERY TO THE EQUIPMENT OR WATER DAMAGE.

d) Subject to provisions of the T&Cs and if applicable, if the Product supplied does not conform to the warranty, if any, set forth in the T&Cs and/or applicable MSA, SchoolPass will, at its option: (i) repair or replace the Product or portion of Product which is defective, or (ii) refund so much of the subscription fee as You have paid for the defective Product, provided that written notice of the defect and its nature is given to SchoolPass as soon as practical after discovery of the defect, but in no event later than one (1) year from the date of SchoolPass's commencement of installation of the Product.

e) To the extent permitted by applicable law, You agree to defend, indemnify, and hold harmless SchoolPass, its affiliates, and its and their respective officers, directors, employees, contractors, agents, licensors, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your use of Product and Deliverables and/or failure to comply with federal, state, and local laws and regulations applicable to its use of the Product and Deliverables including without limitation those applicable to education records and personally identifiable information or its failure to obtain any



applicable consents and/or authorizations. SchoolPass will have the right to control the defense of any claim, action, or matter subject to indemnification by You with counsel of SchoolPass's own choosing. You will fully cooperate with SchoolPass in the defense of any such claim, action, or matter.

10. INVOICES AND PAYMENT

a) SchoolPass shall prepare and submit invoices to You for amounts due covering the Product outlined in Appendix A of the applicable MSA or Addendum. You will pay the invoice amounts to SchoolPass without set-off or deduction within fifteen (15) days, if not otherwise stated in Appendix A of the applicable MSA or Addendum.

b) For payments not made by You on or before the dates agreed to in the Payment Schedule section of Appendix A of the applicable MSA or Addendum (or if applicable, as set out in Section 10(a)), You will be charged: (i) interest at a compound rate of 1.50% per month until full payment is received, and (ii) a late payment charge equal to five percent (5%) of the amount not paid when due. If SchoolPass receives any check from You which is returned by SchoolPass's bank unpaid for any reason more than twice during the Term or if there shall exist a default beyond any applicable notice and cure period, You agree that all payments thereafter shall be by bank certified check, bank cashier's check, ACH processing, or wire transfer. If SchoolPass does not bill You for such interest or such late payment charge at the time of their respective accruals, such fact shall not be deemed a waiver by SchoolPass of its right to accumulate such interest and charges and to invoice You on a periodic basis, nor shall SchoolPass be deemed to waive its right to such interest and charges or to any other amount owed or which becomes payable to SchoolPass hereunder by SchoolPass's acceptance of any payment from, or by SchoolPass's furnishing Product to, a party other than You.

c) The terms and conditions of the license of the Product are based on the terms stated herein and Appendix A of the applicable MSA. If the terms of the T&Cs and/or applicable MSA differ from those contained in any of your forms, the terms in your forms will be disregarded, and your assent to the terms set forth herein and in any applicable MSA will be conclusively presumed by your sending a purchase order for the Product. All prices and the delivery schedule stated herein (or in the applicable MSA) are subject to change without notice until SchoolPass accepts your purchase order. No representative or agent of SchoolPass is authorized to issue any warranty regarding the Product delivered hereunder on behalf of SchoolPass.

11. PRODUCT AND IMPLEMENTATION ISSUES

Except as otherwise provided in an applicable MSA or Addendum, You acknowledge and agree that all Products must be implemented within ninety (90) days of the effective date of the applicable MSA or Addendum (the "Implementation Window"). You agree to pay implementation fees on a time and materials basis for any Product implantation that occurs outside of the Implementation Window. If You are having implementation problems or issues with the Product, You agree to notify SchoolPass in writing as soon as practicable, but no later than thirty (30) days after first experiencing the



problems or issues. SchoolPass and You shall work together to identify any issue. Once identified, the parties in good faith shall agree on a reasonable time period for SchoolPass to resolve the identified issue. If SchoolPass cannot resolve the problem or issue within the agreed upon reasonable time period, You shall have the right to remove the affected Product from the applicable MSA or Addendum without any further financial liability to SchoolPass for the affected Product, except for financial liabilities accrued prior to your removing the Product. If You do not want to agree to a reasonable time period for SchoolPass to resolve the issue (or if the parties, in good faith, are unable to agree on a reasonable time period for SchoolPass to resolve the issue) and You want to terminate the applicable MSA, You may terminate the applicable MSA but shall remain liable for and shall pay to SchoolPass upon such termination an amount equal to: (a) all amounts owed by You to SchoolPass for the remainder of the existing twelve (12) month period of the Contract Term; and (b) an amount equal to fifty percent (50%) of the amounts the applicable MSA requires You to pay to SchoolPass for the twelve (12) month period following the then existing twelve (12) month period of the Contract Term.

12. FORCE MAJEURE

Subject to the provision regarding SchoolPass's Costs above, in the event that either party shall be delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of any monies payable by You to SchoolPass) by reason of strikes, lockouts, labor and material shortages, disruption of supply chains, delay of subcontractors, labor troubles, inability to procure materials, failure of power, riots, insurrection, the act, failure to act or default of the other party, war, declaration by any unit or agency of government of an epidemic or pandemic, order or directive by any unit or agency of government for schools, businesses or employers to close their places of operation, embargo or any other reason beyond the reasonable control of the party who is seeking additional time for the performance of such act, the performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of such delay.

13. SCHOOLPASS'S LIABILITY

a) No member, manager, partner, parent, shareholder, officer, director, employee, affiliate or agent (individually "Party in Interest") of the SchoolPass will be liable to You under the T&Cs and/or applicable MSA. With respect to any liability of SchoolPass under the T&Cs and/or applicable MSA, You agree that You shall not (i) name any Party in Interest in any lawsuit, (ii) seek or be entitled to any personal judgment against any Party in Interest, or (iii) have any right to levy execution against any property or assets of any kind of any Party in Interest. No Party in Interest will be liable for any deficiency in connection with any judgment by You against SchoolPass with respect to or in connection with any liability of SchoolPass under the T&Cs and/or applicable MSA.

b) TO THE FULLEST EXTENT PERMITTED BY LAW, SCHOOLPASS SHALL NOT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY,



OR OTHERWISE, HAVE ANY LIABILITY FOR ANY OF THE FOLLOWING: LOSS OF REVENUE, PROFITS, BUSINESS, OR DATA OR DIMINUTION IN VALUE; INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE DELIVERABLES; LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; PAIN AND SUFFERING, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SCHOOLPASS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

c) IN NO EVENT SHALL SCHOOLPASS'S LIABILITY DURING THE TERM OF THE LICENSE IN CONNECTION WITH THE LICENSE AGREEMENT EXCEED THE LICENSE FEE PAID BY YOU TO SCHOOLPASS UNDER THE LICENSE AGREEMENT FOR THE PRECEDING CALENDAR YEAR. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

d) No action, regardless of form, arising out of the transactions under the T&Cs and/or applicable MSA may be brought by either party more than two (2) years after the cause of action has occurred.

14. DISPUTE RESOLUTION

a) Each of the parties agrees that they will meet and negotiate in good faith to resolve any dispute that may arise between them with respect to the T&Cs and/or applicable MSA.

b) Exclusive of equitable or injunctive relief, in the event any dispute arises under the T&Cs and/or applicable MSA that the parties cannot resolve, the parties shall submit such dispute to final, binding, and non-appealable arbitration in Baltimore, Maryland by one arbitrator in accordance with the commercial rules then and there pertaining of the American Arbitration Association. The applicable rules of evidence and civil procedure will be those of the State of Maryland. The decision of the arbitrator and any award as a result thereof may be entered by any court of competent jurisdiction. Each party shall pay one-half of the costs and fees of the American Arbitration Association and the Arbitrator. Service of process by overnight courier will be sufficient to confer personal jurisdiction over each party. In any action to enforce, arising out of, or relating in any way to, any of the provisions of the T&Cs and/or applicable MSA, each party shall each pay its own costs, including attorney's fees. EACH PARTY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION BETWEEN THE PARTIES ARISING FROM OR RELATED TO THE T&CS AND/OR APPLICABLE MSA.

c) Subject to the previous paragraph, for equitable or injunctive relief, the parties agree and acknowledge that venue is proper in and each party submits to the jurisdiction of the U.S. federal district court in Baltimore, Maryland, the Baltimore



City District Court, and the Baltimore City Circuit Court (collectively “Courts”) for any and all disputes between the parties and agrees to accept service of process in connection with any action before such Courts. Neither party shall file any action or claim against the other party except in the Courts. Service of process by overnight courier will be sufficient to confer personal jurisdiction over each party.

d) You may only resolve disputes with SchoolPass on an individual basis, and You may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

15. TERMINATION

a) Each party shall have the right to terminate the applicable MSA upon the happening of any of the following: (i) breach of the T&Cs and/or applicable MSA by the non-terminating party and a failure to cure such breach within any applicable cure period; or (ii) You file a voluntary petition in any bankruptcy or insolvency proceeding, an involuntary petition in any bankruptcy or insolvency proceeding is filed against You, and the same is not discharged within sixty (60) days, or You are adjudicated as bankrupt.

b) You shall be in default and breach of the T&Cs and/or applicable MSA if You fail to pay in the manner provided in Section 10 and/or Appendix A of the applicable MSA any invoice or other charge when due for a period of ten (10) days (although no demand has been made therefor).

c) Exclusive of monetary defaults as described in the previous paragraph, a party shall be in breach or default if the party breaches any provision of the T&Cs and/or applicable MSA and after receipt of written notice from the non-breaching party of such breach fails to cure such breach within a reasonable time period after receipt of such notice. If the breaching party during this time period has proceeded in good faith and with all diligence to cure such breach but such breach cannot reasonably be cured within this time period, so long as the breaching party continues in good faith and with all diligence to cure such breach, the breaching party shall have up to another 90 days to cure such breach.

d) Upon termination of the applicable MSA from any cause whatsoever, You shall immediately: (i) cease using the Product; (ii) provide SchoolPass access to remove the Equipment; (iii) return to SchoolPass all documentation and materials of any nature whatsoever in your possession or control relating to the Product and (iv) if applicable, cease the use of any Intellectual Property, including trademarks, of the SchoolPass.

e) So long as You are in default under the T&Cs and/or applicable MSA, your rights under the T&Cs and/or applicable MSA shall cease until You cure such default.



16. CONFIDENTIALITY

a) In the performance of duties and obligations under the T&Cs and/or applicable MSA, either party may disclose in writing to the other party that certain materials and information relating to its business or operations that are not publicly known or available from other sources, each party agrees to keep such materials and information confidential and shall confine knowledge and use of such materials and information only to its employees who require such knowledge in the course and scope of their employment by such party.

b) You shall keep strictly confidential the terms of the applicable MSA except that You may disclose the applicable MSA and its terms to your attorney, accountant and key employees only after You have advised such persons of this confidentiality provision and secured their assent to be bound by it. Additionally, You may disclose the terms of the applicable MSA if compelled to do so by lawful legal process.

17. RIGHTS/REMEDIES

All rights and remedies hereunder and/or under any applicable MSA are cumulative and not exclusive. Subject to this provision of the T&Cs, if the Product supplied does not conform to any warranty as expressly provided herein or under any applicable MSA, SchoolPass will, at its option: (a) repair or replace the portion of the Product which is defective, or (b) refund so much of the payments described in Appendix A of the applicable MSA as You have paid SchoolPass for the defective Product, provided that written notice of the defect and its nature is given to SchoolPass as soon as practical after discovery of the defect, but in no event later than one (1) year from the date of termination of the applicable MSA for any reason.

18. MISCELLANEOUS

a) SchoolPass agrees to obtain the prior written consent from You for the use of any quotes, comments or any other attribution in support of the Product in marketing, sales or advertising programs.

b) The waiver by either party of any breach of any term or condition of the T&Cs and/or applicable MSA will not be deemed a waiver of any prior or subsequent breach.

c) Any notice or communication given or required under the T&Cs and/or applicable MSA shall be in writing and shall be deemed to have been performed when mailed by U.S. Postal Service registered or certified mail, return receipt requested, postage prepaid, overnight mail courier, or facsimile transmission to the other party at the address given or such other address subsequently provided to the other party.



d) Any conflict or inconsistency between the T&Cs, SLA, and MSA shall be resolved in order of 1) the T&Cs, followed by (2) the SLA. Any other agreement between the parties, including an order or terms of supply, regarding the subject matter of an applicable MSA, the terms of the T&Cs shall prevail and control. The previous sentence shall apply even if You would accept any delivery of the Product under such order with the knowledge that the SchoolPass has purported to deliver them on general terms or terms of supply of any agreement, other than the T&Cs and/or applicable MSA, with respect to an order or terms of supply.

e) If any provision of the T&Cs and/or applicable MSA is in conflict with any statute or rule of law or may be determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be deemed inoperative to the extent that it may conflict therewith or be illegal or unenforceable, and each provision not so affected will be enforced to the full extent provided by law.

f) The T&Cs and applicable MSA will be governed by and construed in accordance with the laws of the State of Maryland.

g) SchoolPass may make changes to the T&Cs from time to time, and if SchoolPass does, SchoolPass will notify You by revising the date at the top of the T&Cs and, in some cases, SchoolPass may provide You with additional notice. You should look at the T&Cs regularly. Unless otherwise noted, the amended T&Cs will be effective immediately, and your continued use of the Product will confirm your acceptance of the changes.

h) Headings used in the T&Cs are provided for convenience only and will not be used to construe meaning or intent.